

Exhibit A

Certification

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
 Affects both Debtors

** All papers shall be filed in the Lead Case
No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**CERTIFICATION OF PAUL H. ZUMBRO
IN SUPPORT OF FOURTH INTERIM FEE
APPLICATION OF CRAVATH, SWAINE
& MOORE LLP FOR ALLOWANCE AND
PAYMENT OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR
THE PERIOD FEBRUARY 1, 2020
THROUGH AND INCLUDING
MAY 31, 2020**

I, Paul Zumbro, hereby certify that:

1. I am a partner with the applicant firm, Cravath, Swaine & Moore LLP (“Cravath”), and involved in Cravath’s representation of PG&E Corporation and Pacific Gas and Electric Company (collectively, the “Debtors”) in connection with the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”). I am familiar with the *Order Pursuant to 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 701] (the “**Interim Compensation Order**”), the *Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees for the Northern District of California*, dated February 19, 2014 (the “**Local Guidelines**”), the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the “**U.S. Trustee Guidelines**”), the revised *Fee Examiner Protocol for Chapter 11 Cases of PG&E Corporation and Pacific Gas and Electric Company* [Docket No. 4473-1] filed on October 24, 2019 (the “**Revised Protocol**,” and, together with the Local Guidelines and the U.S. Trustee Guidelines, the “**Fee Guidelines**”) and the *Amended Order Granting Fee Examiner’s Motion to Approve Fee Procedures* [Docket No. 5168] entered on December 18, 2019 (the “**Amended Fee Procedures Order**”).

2. This Certification is made in connection with Cravath's Fourth Interim Fee Application, dated July 15, 2020 (the "**Application**"), for interim compensation and reimbursement of expenses for the period commencing February 1, 2020 through and including May 31, 2020 (the "**Compensation Period**").

3. Pursuant to the Local Guidelines, I certify that:

- a. I have read the Application;
- b. To the best of my knowledge, information and belief formed after reasonable inquiry, except as set forth in the Application, the fees and disbursements sought fall within the Local Guidelines; and
- c. The fees and disbursements sought are billed at rates in accordance with those generally charged by Cravath and generally accepted by Cravath's clients.

1 4. I certify that the Debtors, counsel for each of the Official Committees and the
2 U.S. Trustee are each being provided with a copy of the Application in accordance with the Interim
3 Compensation Order.

4 5. Exhibit B to the Application compares the blended hourly rate billed by
5 attorneys and paraprofessionals in Cravath's New York office (its sole domestic office) to all matters
6 during the preceding year on a rolling 12 months year ending May 31, 2020 with the blended hourly
7 rate billed by attorneys and paraprofessionals to the Debtors in connection with the Chapter 11 Cases
8 during the Compensation Period. Cravath does not charge a premium for bankruptcy related services
9 as compared to other services.

10 6. Cravath responds to the questions identified in the U.S. Trustee Guidelines as
11 follows:

12 **Question:** Did you agree to any variations from, or alternatives to, your standard or
13 customary billing rates, fees or terms for services pertaining to this engagement that
14 were provided during the application period? If so, please explain.

15 **Response:** Yes. Consistent with its customary practices, on January 1, 2020,
16 Cravath's standard hourly rates for attorneys and paraprofessionals increased;
17 however, in light of the high volume of professional services provided by Cravath to
18 the Debtors during 2019, Cravath and the Debtors have agreed to maintain Cravath's
19 2019 hourly rates for 2020 (i.e., the rates previously disclosed in the *Application of
Debtors Pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014(a) and 2016 for
Authority to Retain and Employ Cravath, Swaine & Moore LLP as Corporate and
Litigation Counsel for the Debtors Effective as of the Petition Date* [Docket No.
20 1024] will remain in effect notwithstanding Cravath's generally applicable 2020 rate
increase).

21 **Question:** If the fees sought in this fee application as compared to the fees budgeted
22 for the time period covered by this fee application are higher by 10% or more, did
you discuss the reasons for the variation with the client?

23 **Response:** N/A.

24 **Question:** Have any of the professionals included in this fee application varied their
25 hourly rate based on the geographic location of the bankruptcy case?

26 **Response:** No.

27 **Question:** Does the fee application include time or fees related to reviewing or
28 revising time records or preparing, reviewing, or revising invoices? (This is limited to

1 work involved in preparing and editing billing records that would not be compensable
2 outside of bankruptcy and does not include reasonable fees for preparing a fee
3 application.). If so, please quantify by hours and fees.

4 **Response:** This Application includes time and fees related to reviewing or revising
5 time records and preparing, reviewing or revising invoices, as well as preparing the
6 Retention Application and monthly fee statements. Approximately 784.70 hours
7 were spent on such work under the task code “CRAV”, generating approximately
8 \$385,560.50 in fees sought in this Application, which amounts include the
9 727.70 hours and \$328,124.00 in associated fees described in the question
10 immediately below. The fees under the task code “CRAV” represent less than 2.7%
11 of the fees sought in this Application. Such fees are reasonable in light of the scope
12 and complexity of Cravath’s work on behalf of the Debtors and are compensable in
13 these Chapter 11 Cases.

14 **Question:** Does this fee application include time or fees for reviewing time records
15 to redact any privileged or other confidential information? If so, please quantify by
16 hours and fees.

17 **Response:** Yes. Approximately 727.70 hours were spent on such work, generating
18 approximately \$328,124.00 in fees sought in this Application. Such fees represent
19 less than 2.3% of the aggregate fees sought in this Application.

20 **Question:** If the fee application includes any rate increases since retention:
21

22 **Response:** No.

23 i. Did your client review and approve those rate increases in advance?
24 ii. Did your client agree when retaining the law firm to accept all future rate
25 increases? If not, did you inform your client that they need not agree to modified rates
26 or terms in order to have you continue the representation, consistent with ABA
27 Formal Ethics Opinion 11-458?

28 **Response:** The client was notified at the outset of the engagement that Cravath’s
29 hourly rates are reviewed and revised from time to time.

1 Dated: July 15, 2020

2 New York, New York

3 /s/ Paul H. Zumbro

4 Paul H. Zumbro

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